



**HESS FITNESS CENTER
CONSENT FORM**

Name _____ **Date** _____

Address _____
Street City Zip

Birthdate _____ **Home Phone** _____

Cell Phone _____ **Work Phone** _____

E-mail address _____

In Case of Emergency, Notify _____
Name

Phone Number(s)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to benefit from the programs of the Hess Fitness Center (“Fitness Center”) owned and operated by McPherson Hospital, Inc. and to use its equipment, the undersigned, for themselves and for any minor child(ren) listed below acknowledges and agrees, that undersigned will, prior to each use, inspect and carefully consider such premises’ equipment, programs and facilities and accepts the same as being safe and reasonably suited for the specific purpose..

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES McPherson Hospital, Inc. its trustees, officers, and agents (hereinafter referred to as “Hospital”) from all liability to the undersigned, personal representatives, assigns, heirs, and next of kin for any loss or damages on account of injury to the person or property including injury resulting in death of the undersigned, whether caused by the negligence of the Hospital or otherwise while the undersigned is in , upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Fitness Center.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Hospital from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon, or about the premises or in any way observing or using any facilities or equipment of the Fitness Center or participating in any program affiliated with the Fitness Center whether caused by the negligence of the Hospital or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence

of Hospital or otherwise while in, about or upon the premises of the Fitness Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Fitness Center.

4. Undersigned acknowledges that children under 16 years of age are required to be supervised one on one, by the child's parent or guardian and are not allowed to be in the facility by themselves.
5. The undersigned acknowledges that the premise is not monitored or supervised 24/7 and that by exercising during any unsupervised time, they are assuming the risk of injury or death without onsite assistance.
6. Hospital employees who are authorized members of the Fitness Center must also acknowledge that any injuries incurred while participating in Fitness Center exercise routines are not arising out of their employment at the Hospital. Employees should not be "on the clock" and no employee's job duties requires exercise at the Fitness Center. Use of the Center is a personal discretionary activity, and employees will not be able to claim workman compensation for those exercise induced injuries.

THE UNDERSIGNED further expressly agrees that the Foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

THOSE INDIVIDUALS 18 AND OVER, PLEASE SIGN BELOW.

If you are under 18- Your Parent or legal guardian must read and sign below

By signing as a parent or guardian of a participant under 18 years of age, you agree to the above terms on behalf of the minor as if the minor was the "undersigned" as used above and agree that the minor and anyone acting on behalf of the minor shall be bound by such terms and conditions.

THIS RELEASE REMAINS EFFECTIVE FOR AN INDEFINITE PERIOD OF TIME.

SIGNATURE: _____ DATE: _____

Print Name: _____

Parent/Guardian Signature: _____ DATE: _____

Print Name: _____